

## **WATER/SEWER LINE CONSTRUCTION COSTS REIMBURSEMENT AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the CITY OF FLAGSTAFF, a municipal corporation ("City") and Coconino County, ("County"), pursuant to Chapter 7-08 of the City Code.

### **RECITALS**

A. Owner designed and constructed a sewer line for the development of County's property which benefits certain other real property ("Benefitted Property") located in the immediate vicinity of County's property, as described in Appendix A hereto.

B. County desires to be reimbursed from the developers/owners of the Benefitted Property based on pro rata shares of the total design and construction costs for the portion of the sewer line providing service to the Benefitted Property, in accordance with City Code Sections 7-08-001-0001 through 7-08-001-0010.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for good and valuable consideration, the City and County agree as follows.

### **AGREEMENT**

1. **Submittals**. County shall provide the following documentation to the City Water Services Department within sixty (60) calendar days after the date of the City's Letter of Acceptance of the completed sewer line.

- a. A copy of the City's Letter of Acceptance, which shall state that the completed sewer line improvements conform to the approved design and construction plans and specifications;
- b. A redlined print of the approved construction drawings indicating the sewer line improvements actually built;
- c. Invoices identifying actual design and construction costs, and receipts proving that County has paid for the costs;
- d. A map or diagram that shows all of the Benefitted Property and the tax parcel numbers for each Benefitted Property parcel; and
- e. A copy of the certified notice letter addressed to each of the owners of the Benefitted Property, substantially in the form attached as Appendix C hereto, informing each owner of the impending reimbursement obligation

arising from County's design and construction of the sewer line.

## **2. Eligible Costs.**

a. County shall pay the City an administrative fee in the amount of five (5) percent of the total construction costs incurred by County for the portion of the sewer line which will serve the Benefitted Property. The City's Administrative fee shall not exceed \$10,000.00, is not reimbursable from either the City or the owners of the Benefitted Property, and is due and payable prior to the execution of this Agreement in accordance with City Code Section 7-08-001-0005

b. The total amount of costs eligible for reimbursement under this Agreement shall be \$1,702,464.31, which amount shall include the actual costs of design and construction of the sewer line, land or easement acquisition, construction staking, utility relocation, as-built plans and City sewer line-related permits and fees. In no event shall County receive reimbursement for any amount exceeding the total amount of costs eligible for reimbursement.

c. Appendix B sets forth the specific line payback charges owing from the owners of the Benefitted Property, which charges shall be determined by a pro rata cost breakdown based on the lineal footage of each frontage of the Benefitted Property or on the area of the Benefitted Property as calculated by acreage. A frontage shall be any portion of the Benefitted Property that abuts the public right-of-way where the subject sewer line has been installed.

**3. Ownership.** Prior to the execution of this Agreement, County shall transfer ownership to the City of the sewer line, its appurtenances and all land rights or easements pertaining thereto, as required by City Code Section 7-08-001-0004(A)(2) upon completion and acceptance of the line installation work by the City.

**4. Notification to Benefitted Property Owner.** Within five (5) calendar days of the execution of this Agreement, County shall send notices via certified mail to all of the Benefitted Property owners who will be subject to line payback charges pursuant to this Agreement and City Code requirements. All such notices shall be substantially in the form provided in Appendix C hereto.

**5. Benefit Required.** The City shall collect line payback charges only from the owners of Benefitted Property as defined herein.

**6. No Guarantee.** The City shall collect line payback charges for reimbursement to County by imposing such charges prior to the issuance of a water meter permit, building permit or any other permit or authorization to develop the

Benefitted Property or connect to the subject sewer line. County understands and agrees that County's right to reimbursement under this Agreement is limited to the timeframe of this Agreement. The City provides no guarantee that the City's line payback charge collection efforts will be successful in all instances.

7. **Collection.** The City shall establish a separate account for the collection of line payback charges and the disbursement of reimbursement payments. The City shall disburse such sums to County within ninety (90) days of collection. The City shall not charge or pay interest on such sums.

8. **Recordation.** Upon the execution of this Agreement, the City Utilities Department shall record a Notice of Sewer Line Payback Charge Obligation as to the Benefitted Property, at the office of the Coconino County Recorder. The form of said Notice is attached as Appendix D hereto. As each owner of the Benefitted Property pays the line payback charge to the City, the City Utilities Department shall record a Release of Sewer Line Payback Charge Obligation as to that specific Benefitted Property. The form of said Release is attached as Appendix E hereto.

9. **Term.** Pursuant to the Amended and Restated Permanent Easement for Wells, Drainage, Sewer, and Water Pipelines approved by Council in April 2020, the term of this Agreement shall be for a period of **Twenty (20) Years** from the date of execution set forth above. Upon term expiration, all rights and obligations under this Agreement shall terminate.

10. **Assignment.** County may assign the benefits arising out of this Agreement. Any such assignment shall be in writing, fully executed by the parties to the assignment, and shall not relieve County of responsibility for performance of the duties and obligations under this Agreement. The assignment shall require the written approval of the City Manager.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and County. All prior and/or contemporaneous agreements, representations, negotiations and understandings of the City and County, oral or written, are hereby superseded and merged herein.

12. **No Third Party Beneficiaries.** No condition or provision of this Agreement shall be intended to benefit any person, firm, organization, corporation or entity not a Party hereto, and no such entity shall have a right or cause of action hereunder.

13. **Modification and Waiver.** No modification of, or amendment to, this Agreement shall be effective unless in writing and signed by the Parties hereto. Any waiver of any provision of this Agreement shall not be effective except for the instance

and in the circumstances particularly specified therein, and unless in writing and signed by the Party against whom enforcement of the waiver is sought.

14. **Governing Law.** This Agreement is made and entered into in Coconino County, Arizona. This Agreement shall be construed, interpreted, and governed by the laws of the State of Arizona.

15. **Severability.** In the event that any provision of this Agreement shall for any reason become illegal or invalidated as against public policy, or shall be held by any court of competent jurisdiction to be illegal or invalidated as against public policy, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent allowed by law or practical application.

16. **Notices.** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to be properly delivered upon personal delivery, or, after mailing by United States registered or certified mail, postage prepaid, return receipt requested, upon receipt by addressee when addressed as follows:

As to the City:

City Water Services Division  
Attn: Division Director  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

Management Services Division  
Attn: Grants Contracts & Emergency Mgmt Director  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

As to County:

Coconino County  
Attn: Parks & Recreation Director  
Coconino County  
219 E. Cherry Ave.  
Flagstaff, Arizona 86001

17. **Attorney's Fees.** In the event that the City or County brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing Party shall be entitled to reasonable attorney's fees, costs and expenses.

18. **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to

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By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by\_\_\_\_\_.

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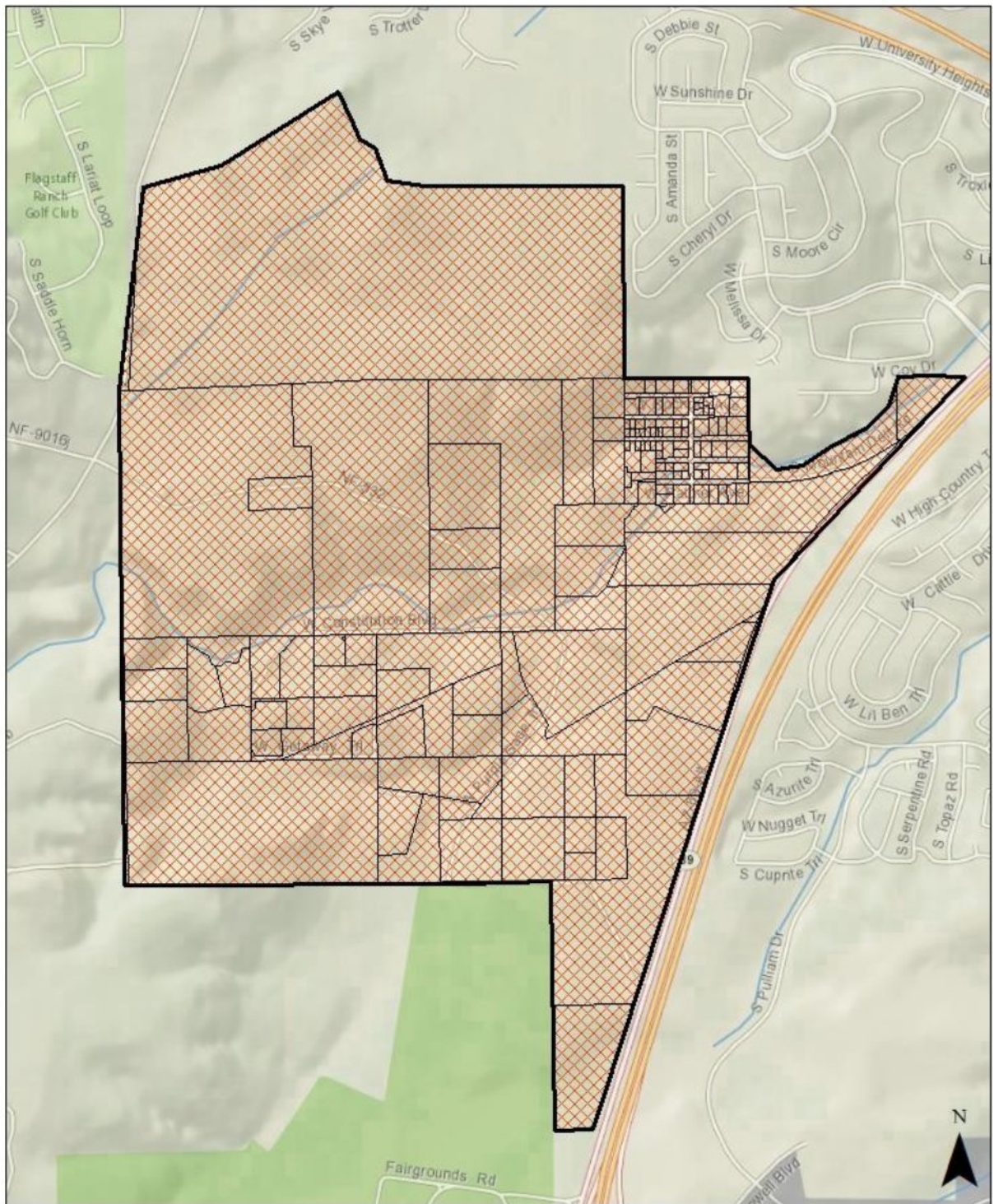
Notary Public

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## **Appendix A**

### Property Description

# Benefiting Area Map



0 0.25 0.5 1 Miles

- Parcel Boundaries
- Benefiting Area

## Appendix B

### SUMMARY OF ELIGIBLE PROJECT COSTS

#### PROPOSED METHODOLOGY FOR COST SHARING, ITEMS 1 & 3

Proposed Formula: base bid / upsize bid = percentage amount for allocation of cost share

Where:

Base Bid	\$	1,416,098.50
Upsize Bid	\$	1,739,152.00
Percent Delta for Reimbursement		18.6%

#### REIMBURSEMENT ITEM 1: DESIGN, PERMIT AND SOFT COSTS

<u>ITEM</u>	<u>COST</u>	<u>PARTY</u>	<u>NOTE</u>
Engineering	\$ 85,300.00	SWI	Base design costs
Engineering Contract Increase	\$ 11,600.00	SWI	TCE and Legal Desc. preparation
Engineering CA Services	\$ 29,138.38	SWI	Construction Phase Services
ADEQ PHASE I	\$ 9,500.00	ADEQ	Permit and review for Phase I
ADEQ PHASE II	\$ 3,000.00	ADEQ	Permit and review for Phase II
City of Flagstaff Plan Reviews	\$ 6,000.00	City of Flagstaff	Plan review fees
City of Flagstaff Public Improvement Permit	\$ 164,919.81	City of Flagstaff	Construction Permit
<b>TOTAL</b>	<b>\$ 309,458.19</b>		
<b>Proposed Reimbursement Amount</b>	<b>\$ 57,482.93</b>		

#### REIMBURSEMENT ITEM 2: BASE BID TO UPSIZE

<u>ITEM</u>	<u>COST</u>
Base Bid	\$ 1,416,098.50
Upsize Bid	\$ 1,739,152.00
<b>TOTAL</b>	<b>\$ 323,053.50</b>

#### REIMBURSEMENT ITEM 3: CONTRACT ADJUSTMENTS

<u>ITEM</u>	<u>COST</u>
CO1: Waterline re-adjustment	\$ 23,767.50
CO2: Add tree removal	\$ 26,450.00
Trail Closed Signage - Owner Requested	\$ 2,239.23
CO3: Waterline Relocation	\$ 22,380.00
CO4: Unsuitable	\$ 148,534.00
CO5: Misc Work	\$ 17,010.00
CO6: Paving adjustments	\$ 14,246.88
CO7: End Sections - Purple Sage to Get-Away-Trail culverts	\$ 3,364.00
CO8: End Sections - Mt. Dell to Purple Sage culvert	\$ 1,682.00
CO9: Credit: Job Closeout (unused rock excavation)	\$ (81,822.61)
Post Construction Flood Damage to Fence - Owner Requested	\$ 2,000.00
<b>TOTAL</b>	<b>\$ 179,851.00</b>
<b>Proposed Reimbursement Amount</b>	<b>\$ 33,407.95</b>

<b>TOTAL CITY OF FLAGSTAFF REIMBURSEMENT AMOUNT</b>	<b>\$ 413,944.37</b>
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**CALCULATION OF VALUE OF TUTHILL SEGEMENT IMPROVEMENTS**

ITEM	QTY	UNIT	UNIT COST	TOTAL COST	% PROPORTIONAL SHARE	TOTAL COST PROPORTIONAL SHARE
<b>UNIT COST ITEMS</b>						
INSTALL 8" SEWER LINE	755	LF	\$ 55.00	\$ 41,525.00		
INSTALL 12" SEWER LINE	13	LF	\$ 62.00	\$ 806.00		
48" MANHOLE	3	EA	\$ 8,700.00	\$ 26,100.00		
60" MANHOLE	1	EA	\$ 11,600.00	\$ 11,600.00		
PLUG SEWER, PER STD DET MAG 427	1	EA	\$ 185.00	\$ 185.00		
CULVERTS	1	EA	\$ 975.00	\$ 975.00		

TOTAL				\$ 81,191.00		
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**PROPORTIONATE COST ITEMS**

DEMOLITION						
remove/dispose of existing tree	1	EA	\$ 1,150.00	\$ 1,150.00	8.84%	\$ 101.61
remove/salvage/replace culvert	1	EA	\$ 975.00	\$ 975.00	8.84%	\$ 86.14

**ROADWAY IMPROVEMENTS**

seed disturbed areas	4.1	AC	\$ 8,050.00	\$ 33,005.00	8.84%	\$ 2,916.08
reconstruct FUTS	48232	SF	\$ 2.25	\$ 108,522.00	8.84%	\$ 9,588.20

**MISCELLANEOUS**

rock excavation	1	LS	\$ 11,167.64	\$ 11,167.64	8.84%	\$ 986.69
administration	1	LS	\$ 95,650.00	\$ 95,650.00	8.84%	\$ 8,450.92
SWPPP	1	LS	\$ 44,530.00	\$ 44,530.00	8.84%	\$ 3,934.34
traffic control	1	LS	\$ 15,950.00	\$ 15,950.00	8.84%	\$ 1,409.22
as-built	1	LS	\$ 11,900.00	\$ 11,900.00	8.84%	\$ 1,051.40

TOTAL						\$ 28,524.59
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**CHANGE ORDERS**

ADDITIONAL TREE REMOVAL	1	AC	\$ 26,450.00	\$ 26,450.00	8.84%	\$ 2,336.92
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TOTAL				\$ 26,450.00		\$ 2,336.92
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<b>TOTAL VALUE OF TUTHILL SEGEMENT IMPROVEMENTS</b>						<b>\$ 112,052.51</b>
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**STATIONING CALCULATION****TOTAL STATIONING**

BEGIN	1,050				\$	1,930,911.00
END	10,331				\$	1,818,858.49
TOTAL - ENTIRE SEWER ALIGNMENT	9,281					

**TUTHILL STATIONING**

BEGIN	1,050					
END	1,870					
TOTAL - TUTHILL SEGMENT	820					

**PERCENTAGES**

TUTHILL SEGMENT AS % OF TOTAL	8.84%					
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**Reimbursement Agreement Amount  
Eligible Cost Summary**

<b><u>SUMMARY OF RECAPTRUE AMOUNT</u></b>	<b><u>DESCRIPTION</u></b>
\$309,458.19	PRE CON
\$1,739,152.00	CONSTRUCTION
\$179,851.00	CHANGE ORDER
\$112,052.51	FTCP DEDUCTION
\$413,944.37	CoF UPSIZING REIMBURSEMENT
<b>\$1,702,464.31</b>	<b>TOTAL COST</b>

### Pro Rata Line Payback Charge

Account Number	Parcel Number	Parcel Size	Unit of Measure	Proportional Area (Ac)	Proportional Share of
R0281676	11205125	51.27	A	51.27	\$ 57,968.91
R1034928	11205126	14.03	A	14.03	\$ 15,863.15
R1034929	11205127	4.27	A	4.27	\$ 4,827.92
R1034930	11205128	0.24	A	0.24	\$ 271.36
R1034931	11205129	23.98	A	23.98	\$ 27,113.22
R0351758	11209009	736	F	0.016896235	\$ 19.10
R0028657	11210004	5	A	5	\$ 5,653.30
R0063777	11210008	5	A	5	\$ 5,653.30
R0063780	11210010	5.07	A	5.07	\$ 5,732.44
R0063784	11210014	5.25	A	5.25	\$ 5,935.96
R0055867	11210015	5.25	A	5.25	\$ 5,935.96
R0021627	11210022	5.24	A	5.24	\$ 5,924.66
R0021628	11210023	5	A	5	\$ 5,653.30
R0094031	11210026	5.08	A	5.08	\$ 5,743.75
R0205561	11210028	5.46	A	5.46	\$ 6,173.40
R0205294	11210029	2.55	A	2.55	\$ 2,883.18
R0146155	11210030	2.55	A	2.55	\$ 2,883.18
R1034932	11210031	22.74	A	22.74	\$ 25,711.20
R0352091	11210033	6.69	A	6.69	\$ 7,564.11
R0353679	11210035	79.95	A	79.95	\$ 90,396.23
R0354797	11210036	2.18	A	2.18	\$ 2,464.84
R0354798	11210037	2.88	A	2.88	\$ 3,256.30
R0021630	11211001	0.65	A	0.65	\$ 734.93
R0021631	11211002	0.42	A	0.42	\$ 474.88
R0021633	11211005	0.45	A	0.45	\$ 508.80
R0021634	11211006	0.78	A	0.78	\$ 881.91
R7001590	11211008	0.43	A	0.43	\$ 486.18
R0025246	11211009	1	A	1	\$ 1,130.66
R0025247	11211010	0.51	A	0.51	\$ 576.64
R0025248	11211011	0.79	A	0.79	\$ 893.22
R7001591	11211015	0.17	A	0.17	\$ 192.21
R0022012	11211016	0.34	A	0.34	\$ 384.42
R0022013	11211017	0.17	A	0.17	\$ 192.21
R0022017	11211019	0.94	A	0.94	\$ 1,062.82
R0059555	11211022	0.34	A	0.34	\$ 384.42
R0050880	11211023	0.48	A	0.48	\$ 542.72
R0039644	11211024	0.18	A	0.18	\$ 203.52
R0039645	11211025	0.15	A	0.15	\$ 169.60
R0007558	11211030	0.68	A	0.68	\$ 768.85
R0007559	11211031	0.17	A	0.17	\$ 192.21
R0007560	11211032	0.17	A	0.17	\$ 192.21
R0007561	11211033	0.17	A	0.17	\$ 192.21
R0007562	11211034	0.17	A	0.17	\$ 192.21
R0007563	11211035	0.39	A	0.39	\$ 440.96
R0007564	11211036	0.23	A	0.23	\$ 260.05
R0007567	11211038	0.11	A	0.11	\$ 124.37
R0007568	11211039	0.11	A	0.11	\$ 124.37
R0007906	11211042	0.11	A	0.11	\$ 124.37
R0007907	11211043	0.11	A	0.11	\$ 124.37
R0050257	11211048	0.11	A	0.11	\$ 124.37
R0050258	11211049	0.11	A	0.11	\$ 124.37
R0033232	11211052	0.13	A	0.13	\$ 146.99
R0033236	11211053	0.13	A	0.13	\$ 146.99
R0033237	11211054	0.68	A	0.68	\$ 768.85
R0033238	11211055	0.46	A	0.46	\$ 520.10
R0033239	11211056	0.33	A	0.33	\$ 373.12
R0033240	11211057	0.68	A	0.68	\$ 768.85
R0033246	11211063	0.59	A	0.59	\$ 667.09
R0000432	11211064	0.68	A	0.68	\$ 768.85
R0000433	11211065	0.39	A	0.39	\$ 440.96

### Pro Rata Line Payback Charge

Account Number	Parcel Number	Parcel Size	Unit of Measure	Proportional Area (Ac)	Proportional Share of
R0000434	11211066	0.79	A	0.79	\$ 893.22
R0000435	11211067	0.31	A	0.31	\$ 350.50
R0000436	11211068	0.23	A	0.23	\$ 260.05
R0000438	11211070	1946	F	0.044674013	\$ 50.51
R0351318	11211079	3891	F	0.089325069	\$ 101.00
R0026591	11247033	9.91	A	9.91	\$ 11,204.84
R0065851	11205001H	17	A	17	\$ 19,221.21
R0065853	11205001K	23	A	23	\$ 26,005.17
R0065857	11205001S	6	A	6	\$ 6,783.96
R0353361	11205130A	22.21	A	22.21	\$ 25,111.95
R0353362	11205130B	0.19	A	0.19	\$ 214.83
R0018579	11210001L	10	A	10	\$ 11,306.60
R0018062	11210001V	10	A	10	\$ 11,306.60
R0018063	11210001Z	13.58	A	13.58	\$ 15,354.36
R0028656	11210002A	5.05	A	5.05	\$ 5,709.83
R0028658	11210005A	10.15	A	10.15	\$ 11,476.19
R0028660	11210005C	10.12	A	10.12	\$ 11,442.27
R0028661	11210005D	50	A	50	\$ 56,532.98
R0028662	11210005E	27.68	A	27.68	\$ 31,296.66
R0028664	11210005L	116.16	A	116.16	\$ 131,337.41
R0028665	11210005M	80	A	80	\$ 90,452.76
R0002051	11210005P	5.24	A	5.24	\$ 5,924.66
R0002052	11210005R	7.5	A	7.5	\$ 8,479.95
R0002054	11210005T	10.09	A	10.09	\$ 11,408.35
R0002056	11210005Y	5.09	A	5.09	\$ 5,755.06
R0002057	11210006A	1.83	A	1.83	\$ 2,069.11
R0049536	11210006B	1.73	A	1.73	\$ 1,956.04
R0049537	11210006C	6.53	A	6.53	\$ 7,383.21
R0063778	11210009A	3.13	A	3.13	\$ 3,538.96
R0063779	11210009B	1.94	A	1.94	\$ 2,193.48
R0353295	11210011A	7.76	A	7.76	\$ 8,773.92
R0352088	11210012B	1	A	1	\$ 1,130.66
R0353296	11210012C	7.63	A	7.63	\$ 8,626.93
R0353057	11210013A	5.22	A	5.22	\$ 5,902.04
R0353058	11210013B	6.05	A	6.05	\$ 6,840.49
R0094022	11210017B	3.26	A	3.26	\$ 3,685.95
R0094023	11210017C	2	A	2	\$ 2,261.32
R0055869	11210018B	2.57	A	2.57	\$ 2,905.79
R0055870	11210018C	5.12	A	5.12	\$ 5,788.98
R0029401	11210018D	5.62	A	5.62	\$ 6,354.31
R0182764	11210021A	2.05	A	2.05	\$ 2,317.85
R0182765	11210021B	2.36	A	2.36	\$ 2,668.36
R0349293	11210024A	0.01	A	0.01	\$ 11.31
R0349294	11210024B	2.55	A	2.55	\$ 2,883.18
R0171723	11210025A	8.66	A	8.66	\$ 9,791.51
R1377906	11210025D	4.75	A	4.75	\$ 5,370.63
R1377907	11210025E	3.71	A	3.71	\$ 4,194.75
R0206719	11210027C	6.42	A	6.42	\$ 7,258.83
R0206720	11210027D	8.27	A	8.27	\$ 9,350.55
R0354861	11210032A	13.94	A	13.94	\$ 15,761.39
R0354862	11210032B	3.75	A	3.75	\$ 4,239.97
R0021632	11211003A	0.45	A	0.45	\$ 508.80
R0352960	11211007A	35192	F	0.807897153	\$ 913.46
R0352959	11211008B	21496	F	0.493480257	\$ 557.96
R0025250	11211012B	0.5	A	0.5	\$ 565.33
R1006675	11211012C	1.23	A	1.23	\$ 1,390.71
R0022009	11211014A	0.3	A	0.3	\$ 339.20
R0022010	11211014B	0.19	A	0.19	\$ 214.83
R0022011	11211014C	0.19	A	0.19	\$ 214.83
R0022014	11211018A	0.39	A	0.39	\$ 440.96

### Pro Rata Line Payback Charge

Account Number	Parcel Number	Parcel Size	Unit of Measure	Proportional Area (Ac)	Proportional Share of
R0022015	11211018B	0.18	A	0.18	\$ 203.52
R0022016	11211018C	0.22	A	0.22	\$ 248.75
R0059552	11211020A	0.66	A	0.66	\$ 746.24
R0059553	11211021B	0.33	A	0.33	\$ 373.12
R0059554	11211021C	0.48	A	0.48	\$ 542.72
R0012629	11211022A	0.34	A	0.34	\$ 384.42
R0039646	11211026A	0.13	A	0.13	\$ 146.99
R0039647	11211026B	0.13	A	0.13	\$ 146.99
R0039648	11211026C	0.13	A	0.13	\$ 146.99
R0039649	11211026D	0.13	A	0.13	\$ 146.99
R0039650	11211026E	0.13	A	0.13	\$ 146.99
R0015773	11211026F	0.99	A	0.99	\$ 1,119.35
R0015774	11211026G	0.85	A	0.85	\$ 961.06
R1454854	11211027B	1.14	A	1.14	\$ 1,288.95
R0007556	11211028A	0.45	A	0.45	\$ 508.80
R0007557	11211029A	0.45	A	0.45	\$ 508.80
R0007565	11211037A	0.11	A	0.11	\$ 124.37
R0007566	11211037B	2250	F	0.051652893	\$ 58.40
R1299717	11211040C	0.11	A	0.11	\$ 124.37
R1025008	11211041B	0.11	A	0.11	\$ 124.37
R0267324	11211046A	0.23	A	0.23	\$ 260.05
R0348777	11211050E	1	A	1	\$ 1,130.66
R0050260	11211051B	0.08	A	0.08	\$ 90.45
R0348921	11211051F	0.94	A	0.94	\$ 1,062.82
R0348922	11211051G	0.94	A	0.94	\$ 1,062.82
R0353534	11211051J	39278	F	0.901698806	\$ 1,019.51
R0033233	11211052A	0.13	A	0.13	\$ 146.99
R0033234	11211052B	0.13	A	0.13	\$ 146.99
R0353535	11211052D	10133	F	0.232621671	\$ 263.02
R0350340	11211058A	0.68	A	0.68	\$ 768.85
R0351396	11211062A	29557	F	0.678535354	\$ 767.19
R0038035	11613004B	20.48	A	20.48	\$ 23,155.91
R0351409	11613009	220.32	A	220.32	\$ 249,106.90
R0351589	11613005B	349.76	A	349.76	\$ 395,459.47
R0351590	11613008A	50.84	A	50.84	\$ 57,482.73
R0038037	11613006	14.21	A	14.21	\$ 16,066.67
			<b>TOTAL</b>	<b>1505.726781</b>	<b>\$ 1,702,464.31</b>

## Appendix C

City of Flagstaff  
Water Services Division  
2323 N Walgreen Blvd  
Flagstaff, AZ 86004

[Date]

[Property Owner]  
[Owner Mailing Address]  
[City, State, Zip Code]  
RE: PARCEL NUMBER [Parcel Number]

### Notice of Impending Sewer Line Payback Charge Obligation

Dear [Property Owner],

Chapter 7-08 of the Flagstaff City Code provides for the reimbursement of a developer or owner who installs a water or sewer line that serves other properties in addition to the developer's or owner's property. Such reimbursement is accomplished through the imposition of water or sewer line payback charges on the properties benefitting from the construction of a water or sewer line.

The purpose of this Notice is to inform you that your above-referenced property will be subject to such a Line Payback Charge Obligation in the amount of \$\_\_\_\_\_, pursuant to a Reimbursement Agreement between the City and the developer who has installed a sewer line which benefits your property. In this case the developer is Coconino County.

The pro rata cost breakdown of your Line Payback Charge Obligation is based on the area of your parcel as calculated by acreage. The benefiting area and associated land area was determined through an Engineering Analysis and determined that all or a portion of your property would benefit from the sewer main that has been constructed. The developer who installed the line has substantiated all installation costs and City engineers have verified the figures and the City has accepted the line. You will be required to pay your pro rata share of those line installation costs to the City before obtaining a permit to connect to the City's sewer collection system.

If you have any questions regarding the Line Payback Charge Obligation for your property, please contact the City of Flagstaff Water Services Division at (928) 213-2400.

Sincerely,

City of Flagstaff  
Water Services Division

## Appendix D

When recorded mail to:

Parcel:

City of Flagstaff  
Water Services Division  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

Owner:

Project:

### NOTICE OF WATER/SEWER LINE PAYBACK CHARGE OBLIGATION

Pursuant to Flagstaff City Code Chapter 7-08

**NOTICE IS HEREBY MADE** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the CITY OF FLAGSTAFF, a municipal corporation ("City") with respect to the installation of water or sewer lines and the imposition of a Line Payback Charge Obligation ("Payback Obligation") on the owner ("Owner") of certain real property ("Property") identified as tax parcel number \_\_\_\_\_.

A. A private person or entity ("Developer") has installed water or sewer line(s) to the benefit of the Property identified as parcel number \_\_\_\_\_.

B. Flagstaff City Code Chapter 7-08 authorizes a developer or owner who installs a water or sewer line which benefits other properties to obtain reimbursement for line installation costs through the imposition of a Payback Obligation on each property owner benefitted by such line installation.

C. The Developer has completed the installation of a sewer line that benefits the Property, and the City has accepted the sewer line as conforming to approved plans and specifications.

D. The purpose of this Notice is to inform the Owner of the Payback Obligation imposed on the Property in the amount of \$\_\_\_\_\_ for the reimbursement of the Developer, which amount is based on a pro rata share of the cost of the line installation as set forth in a reimbursement agreement between the City and the Developer ("Reimbursement Agreement").

### NOW, THEREFORE,

1. **Effective Date and Duration.** This Notice is effective upon its execution and recordation in the Office of the Coconino County Recorder. This Notice shall remain in full force and effect until the City files a Release in the Office of the Coconino County Recorder after payment of the Payback Obligation is received, or until the expiration of the maximum payback period of **Twenty (20) Years** from the date of execution of the Reimbursement Agreement, whichever first

occurs. Upon filing the Release or upon expiration of said maximum payback period, all rights and obligations referred to herein shall terminate.

2. **Cost Calculation.** The total cost of the portion of the sewer that benefits the area of the Owner's Property as calculated by acreage, determines the basis for the Owner's pro rata Payback Obligation. The calculation of the Payback Obligation is determined by the actual costs of design and construction of the line, including land or easement acquisition, construction staking, utility relocation, as-built plans and City permits and fees. Documentation verifying all of these costs is retained for a reasonable time period by the City Water Services Division and made available to the Owner upon request.
3. **Payment.** The Owner is required to make payment in full to the City of Flagstaff. The City will not accept partial or installment Payback Obligation payments.
4. **Conditions.** For the duration of the Reimbursement Agreement, the City will not issue a permit to connect to the City's sewer collection system until payment of the Payback Obligation is satisfied in full.
5. **No Enforcement Waiver.** Failure on the part of the City to exercise any right or enforcement method contained in this Notice does not constitute a waiver of any other right or enforcement method.
6. **Release.** Upon payment in full of Owner's Payback Obligation, the City shall record a Release of this Notice at the Office of the Coconino County Recorder.
7. **Payback Obligation Runs with the Land.** The requirement for payment in full of the Payback Obligation runs with the land and shall be binding upon all successors in interest and assignees of the Owner.
8. **Severability.** The provisions of this Notice are severable. If any provision hereof is invalid or inoperative, the remaining provisions shall remain valid and in full force and effect to the fullest extent allowed by law.

CITY OF FLAGSTAFF, a municipal corporation.

By: \_\_\_\_\_  
Water Services Director

## Appendix E

When recorded mail to:  
City of Flagstaff  
Utilities Department  
211 West Aspen Avenue  
Flagstaff, Arizona

Parcel:

Project:

City of Flagstaff

### Release of Notice of Water/Sewer Line Payback Charge Obligation

The City of Flagstaff, Arizona, a municipal corporation, for valuable consideration in the amount of \$\_\_\_\_\_, receipt of which is hereby acknowledged, does hereby release the interest of the City of Flagstaff in that certain document identified as Notice of Water/Sewer Line Payback Charge Obligation ("Notice") and recorded as Recorder's Number \_\_\_\_\_ dated \_\_\_\_\_ in Coconino County Records, Coconino County.

This Release is intended to affect only the interest of the City of Flagstaff, Arizona, in any amount due for payback charges under said Notice for water or sewer line extensions or upgrades.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Payback Coordinator

STATE OF ARIZONA     )  
  ) SS  
COUNTY OF COCONINO )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

\_\_\_\_\_

My Commission expires: \_\_\_\_\_